

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

CECIL ELMORE Jr.,

Plaintiff,  
v.

STARBUCKS COFFEE COMPANY;  
STARBUCKS CORPORATION;  
DOE 1

Defendant.

Case No. 2:24-cv-10259 FLA  
(BFMx)

Consolidated with Case No. 2:25-cv-00768 FLA (BFMx)

## PROTECTIVE ORDER

## 1. GENERAL

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the

1 standards that will be applied when a party seeks permission from the court to file  
2 material under seal.

3       1.2 Good Cause Statement. This action is likely to involve trade secrets,  
4 customer and pricing lists and other valuable research, development, commercial,  
5 financial, technical and/or proprietary information for which special protection from  
6 public disclosure and from use for any purpose other than prosecution of this action  
7 is warranted. Such confidential and proprietary materials and information consist of,  
8 among other things, confidential business or financial information, confidential police  
9 reports, records and information related to the subject incident, information regarding  
10 confidential business practices, or other confidential research, development, or  
11 commercial information and surveillance (including information implicating privacy  
12 rights of third parties, to include employees and customers, including minors),  
13 information otherwise generally unavailable to the public, or which may be privileged  
14 or otherwise protected from disclosure under state or federal statutes, court rules, case  
15 decisions, or common law. Accordingly, to expedite the flow of information, to  
16 facilitate the prompt resolution of disputes over confidentiality of discovery materials,  
17 to adequately protect information the parties are entitled to keep confidential, to  
18 ensure that the parties are permitted reasonable necessary uses of such material in  
19 preparation for and in the conduct of trial, to address their handling at the end of the  
20 litigation, and serve the ends of justice, a protective order for such information is  
21 justified in this matter. Information will not be designated as confidential for tactical  
22 reasons and that nothing be so designated without a good faith belief that it has been  
23 maintained in a confidential, non-public manner, and there is good cause why it  
24 should not be part of the public record of this case.

25       2. **DEFINITIONS**

26       2.1 Action: This pending federal consolidated lawsuit captioned *Cecil*  
27 *Elmore, Jr. v. Starbucks Coffee Company, et al.*, Case No. 2:24-cv-10259 FLA  
28 (BFMx), previously consolidated with Case No. 2:25-cv-00768 FLA(BFMx).

1           2.2 Challenging Party: a Party or Non-Party that challenges the designation  
2 of information or items under this Order.

3           2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
4 how it is generated, stored or maintained) or tangible things that qualify for protection  
5 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
6 Cause Statement.

7           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
8 support staff).

9           2.5 Designating Party: a Party or Non-Party that designates information or  
10 items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL.”

12           2.6 Disclosure or Discovery Material: all items or information, regardless  
13 of the medium or manner in which it is generated, stored, or maintained (including,  
14 among other things, testimony, transcripts, and tangible things), that are produced or  
15 generated in disclosures or responses to discovery in this matter.

16           2.7 Expert: a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
18 an expert witness or as a consultant in this Action.

19           2.8 House Counsel: attorneys who are employees of a party to this Action.  
20 House Counsel does not include Outside Counsel of Record or any other outside  
21 counsel.

22           2.9 Non-Party: any natural person, partnership, corporation, association, or  
23 other legal entity not named as a Party to this action.

24           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
25 to this Action but are retained to represent or advise a party to this Action and have  
26 appeared in this Action on behalf of that party or are affiliated with a law firm that  
27 has appeared on behalf of that party, including support staff.

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1        2.11 Party: any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their  
3 support staffs).

4        2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6        2.13 Professional Vendors: persons or entities that provide litigation support  
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
9 and their employees and subcontractors.

10        2.14 Protected Material: any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL.”

12        2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
13 from a Producing Party.

14        **3. SCOPE**

15        The protections conferred by this Stipulation and Order cover not only  
16 Protected Material (as defined above), but also (1) any information copied or extracted  
17 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
18 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
19 or their Counsel that might reveal Protected Material.

20        Any use of Protected Material at trial shall be governed by the orders of the  
21 trial judge. This Order does not govern the use of Protected Material at trial.

22        **4. DURATION**

23        Once a case proceeds to trial, all of the court-filed information to be introduced  
24 that was previously designated as confidential or maintained pursuant to this  
25 protective order becomes public and will be presumptively available to all members  
26 of the public, including the press, unless compelling reasons supported by specific  
27 factual findings to proceed otherwise are made to the trial judge in advance of the  
28 trial. See Kamakana v. City and Cty. of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir.

1 2006) (distinguishing “good cause” showing for sealing documents produced in  
2 discovery from “compelling reasons” standard when merits-related documents are  
3 part of court record). Accordingly, the terms of this protective order do not extend  
4 beyond the commencement of the trial.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
7 Each Party or Non-Party that designates information or items for protection under this  
8 Order must take care to limit any such designation to specific material that qualifies  
9 under the appropriate standards. The Designating Party must designate for protection  
10 only those parts of material, documents, items, or oral or written communications that  
11 qualify so that other portions of the material, documents, items, or communications  
12 for which protection is not warranted are not swept unjustifiably within the ambit of  
13 this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations  
15 that are shown to be clearly unjustified or that have been made for an improper  
16 purpose (e.g., to unnecessarily encumber the case development process or to impose  
17 unnecessary expenses and burdens on other parties) may expose the Designating Party  
18 to sanctions.

19 If it comes to a Designating Party’s attention that information or items that it  
20 designated for protection do not qualify for protection, that Designating Party must  
21 promptly notify all other Parties that it is withdrawing the inapplicable designation.

22 5.2 Manner and Timing of Designations. Except as otherwise provided in  
23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
25 under this Order must be clearly so designated before the material is disclosed or  
26 produced.

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1 Designation in conformity with this Order requires:

9        A Party or Non-Party that makes original documents available for inspection  
10      need not designate them for protection until after the inspecting Party has indicated  
11      which documents it would like copied and produced. During the inspection and  
12      before the designation, all of the material made available for inspection shall be  
13      deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
14      it wants copied and produced, the Producing Party must determine which documents,  
15      or portions thereof, qualify for protection under this Order. Then, before producing  
16      the specified documents, the Producing Party must affix the “CONFIDENTIAL  
17      legend” to each page that contains Protected Material. If only a portion or portions  
18      of the material on a page qualifies for protection, the Producing Party also must clearly  
19      identify the protected portion(s) (e.g., by making appropriate markings in the  
20      margins).

21 (b) for testimony given in depositions that the Designating Party identify  
22 the Disclosure or Discovery Material on the record, before the close of the deposition.

23 (c) for information produced in some form other than documentary and  
24 for any other tangible items, that the Producing Party affix in a prominent place on  
25 the exterior of the container or containers in which the information is stored the legend  
26 "CONFIDENTIAL." If only a portion or portions of the information warrants  
27 protection, the Producing Party, to the extent practicable, shall identify the protected  
28 portion(s).

1       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
2 failure to designate qualified information or items does not, standing alone, waive the  
3 Designating Party's right to secure protection under this Order for such material.  
4 Upon timely correction of a designation, the Receiving Party must make reasonable  
5 efforts to assure that the material is treated in accordance with the provisions of this  
6 Order.

7       **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
9 designation of confidentiality at any time that is consistent with the Court's  
10 Scheduling Order.

11       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
12 resolution process under Local Rule 37-1, *et seq.* Any discovery motion must strictly  
13 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

14       6.3 Burden. The burden of persuasion in any such challenge proceeding  
15 shall be on the Designating Party. Frivolous challenges, and those made for an  
16 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
17 other parties) may expose the Challenging Party to sanctions. Unless the Designating  
18 Party has waived or withdrawn the confidentiality designation, all parties shall  
19 continue to afford the material in question the level of protection to which it is entitled  
20 under the Producing Party's designation until the Court rules on the challenge.

21       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this  
24 Action only for prosecuting, defending, or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under the  
26 conditions described in this Order. When the Action has been terminated, a Receiving  
27 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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1       Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8               (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
9 well as employees of said Outside Counsel of Record to whom it is reasonably  
10 necessary to disclose the information for this Action;

11               (b) the officers, directors, and employees (including House Counsel) of  
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13               (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16               (d) the Court and its personnel;

17               (e) court reporters and their staff;

18               (f) professional jury or trial consultants, mock jurors, and Professional  
19 Vendors to whom disclosure is reasonably necessary for this Action and who have  
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21               (g) the author or recipient of a document containing the information or  
22 a custodian or other person who otherwise possessed or knew the information;

23               (h) during their depositions, witnesses, and attorneys for witnesses, in  
24 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
25 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
26 will not be permitted to keep any confidential information unless they sign the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
28 agreed by the Designating Party or ordered by the Court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may be  
2 separately bound by the court reporter and may not be disclosed to anyone except as  
3 permitted under this Stipulated Protective Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
7 **PRODUCED IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation  
9 that compels disclosure of any information or items designated in this Action as  
10 "CONFIDENTIAL," that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification shall  
12 include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order to  
14 issue in the other litigation that some or all of the material covered by the subpoena  
15 or order is subject to this Protective Order. Such notification shall include a copy of  
16 this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued  
18 by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with  
20 the subpoena or court order shall not produce any information designated in this action  
21 as "CONFIDENTIAL" before a determination by the court from which the subpoena  
22 or order issued, unless the Party has obtained the Designating Party's permission. The  
23 Designating Party shall bear the burden and expense of seeking protection in that court  
24 of its confidential material and nothing in these provisions should be construed as  
25 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
26 directive from another court.

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1       **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
2       **PRODUCED IN THIS LITIGATION**

3           (a) The terms of this Order are applicable to information produced by a Non-  
4       Party in this Action and designated as "CONFIDENTIAL." Such information  
5       produced by Non-Parties in connection with this litigation is protected by the  
6       remedies and relief provided by this Order. Nothing in these provisions should be  
7       construed as prohibiting a Non-Party from seeking additional protections.

8           (b) In the event that a Party is required, by a valid discovery request, to produce  
9       a Non-Party's confidential information in its possession, and the Party is subject to an  
10      agreement with the Non-Party not to produce the Non-Party's confidential  
11      information, then the Party shall:

12              (1) promptly notify in writing the Requesting Party and the Non-Party  
13       that some or all of the information requested is subject to a confidentiality agreement  
14       with a Non-Party;

15              (2) promptly provide the Non-Party with a copy of the Stipulated  
16       Protective Order in this Action, the relevant discovery request(s), and a reasonably  
17       specific description of the information requested; and

18              (3) make the information requested available for inspection by the Non-  
19       Party, if requested.

20           (c) If the Non-Party fails to seek a protective order from this Court within 14  
21       days of receiving the notice and accompanying information, the Receiving Party may  
22       produce the Non-Party's confidential information responsive to the discovery request.  
23       If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
24       any information in its possession or control that is subject to the confidentiality  
25       agreement with the Non-Party before a determination by the Court. Absent a court  
26       order to the contrary, the Non-Party shall bear the burden and expense of seeking  
27       protection in this Court of its Protected Material.

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1      **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2      If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3      Protected Material to any person or in any circumstance not authorized under this  
4      Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
5      writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
6      to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
7      persons to whom unauthorized disclosures were made of all the terms of this Order,  
8      and (d) request such person or persons to execute the “Acknowledgment and  
9      Agreement to Be Bound” that is attached hereto as Exhibit A.

10     **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
11     **PROTECTED MATERIAL**

12     When a Producing Party gives notice to Receiving Parties that certain  
13    inadvertently produced material is subject to a claim of privilege or other protection,  
14    the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
15    Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
16    may be established in an e-discovery order that provides for production without prior  
17    privilege review.

18     **12. MISCELLANEOUS**

19     12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20    person to seek its modification by the Court in the future.

21     12.2 Right to Assert Other Objections. No Party waives any right it otherwise  
22    would have to object to disclosing or producing any information or item on any  
23    ground not addressed in this Protective Order. Similarly, no Party waives any right  
24    to object on any ground to use in evidence of any of the material covered by this  
25    Protective Order.

26     12.3 Filing Protected Material. A Party that seeks to file under seal any  
27    Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
28    only be filed under seal pursuant to a court order authorizing the sealing of the specific

1 Protected Material at issue; good cause must be shown in the request to file under  
2 seal. If a Party's request to file Protected Material under seal is denied by the Court,  
3 then the Receiving Party may file the information in the public record unless  
4 otherwise instructed by the Court.

5 **13. FINAL DISPOSITION**

6 After the final disposition of this Action, within 60 days of a written request by  
7 the Designating Party, each Receiving Party must return all Protected Material to the  
8 Producing Party or destroy such material. As used in this subdivision, "all Protected  
9 Material" includes all copies, abstracts, compilations, summaries, and any other  
10 format reproducing or capturing any of the Protected Material. Whether the Protected  
11 Material is returned or destroyed, the Receiving Party must submit a written  
12 certification to the Producing Party (and, if not the same person or entity, to the  
13 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
14 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms  
15 that the Receiving Party has not retained any copies, abstracts, compilations,  
16 summaries or any other format reproducing or capturing any of the Protected Material.  
17 Notwithstanding this provision, counsel are entitled to retain an archival copy of all  
18 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
19 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
20 and consultant and expert work product, even if such materials contain Protected  
21 Material. Any such archival copies that contain or constitute Protected Material  
22 remain subject to this Protective Order as set forth in Section 4 (DURATION).

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## **14. VIOLATION OF ORDER**

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

## IT IS SO ORDERED.

DATED: December 10, 2025

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**BRIANNA FULLER MIRCHEFF**  
**UNITED STATES MAGISTRATE JUDGE**